

## **GRANT AGREEMENT**

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**Project Name:** Frederick Parks, Trails and Open Space Master Plan  
**Contract Number:** 10109  
**Completion Date:** No later than June 2, 2011

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### **PARTIES TO AGREEMENT:**

**Board:** The State Board of the Great Outdoors Colorado Trust Fund  
**Address:** 1600 Broadway, Suite 1650  
Denver, CO 80202  
**Telephone:** (303) 863-7522  
**Facsimile:** (303) 863-7517

**Grantee:** Town of Frederick  
**Address:** P.O. Box 435  
Frederick, CO 80530  
**Contact Name:** Jennifer Simmons  
**Telephone:** 720-382-5500  
**Facsimile:** 720-382-5520

**Date:** December 15, 2009

### **EXHIBITS**

<b>Exhibit A</b>	<b>Project Application</b>
<b>Exhibit B</b>	<b>Approved Budget</b>
<b>Exhibit C</b>	<b>Approved Timeline</b>
<b>Exhibit D</b>	<b>Progress Report Form</b>
<b>Exhibit E</b>	<b>Final Report Form</b>
<b>Exhibit F</b>	<b>Overdue Grants Policy</b>

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### **CONTEXT OF AGREEMENT:**

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as "GOCO" or the "Board") is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the State's parks, wildlife, open space and recreational resources.

B. In 1994, the Board created a statewide grant program pursuant to which eligible entities may apply for grants for Planning and Capacity Building Projects. Grantee listed above

B. In 1994, the Board created a statewide grant program pursuant to which eligible entities may apply for grants for Planning and Capacity Building Projects. Grantee listed above ("Grantee") submitted a detailed application, a copy of which is attached hereto and incorporated herein by reference as Exhibit A (the "Project Application"). The Project Application contemplates the execution of the project entitled and described above (the "Project").

C. The Board approved Grantee's Project Application on December 2, 2009, subject to the execution of a detailed Grant Agreement, and subject to the terms and conditions set forth herein.

D. Grantee shall obtain the matching cash and in-kind contributions for the Project as described in the Project Application and as required by GOCO policy.

E. The parties intend this document to be the detailed Grant Agreement ("Agreement") required by the Board.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Agreement.

2. Grant and Project. The Board hereby grants to Grantee the sum not to exceed \$50,000.00 (the "Grant"), subject to the terms and conditions set forth in this Agreement.

The Grant shall be used by Grantee solely to complete the Project as approved by the Board. Grantee hereby agrees to use its best efforts to complete the Project.

3. Project Scope. The Project will not be materially modified by the Grantee without the written approval of the Executive Director of GOCO ("Executive Director"). Any material change to the Project, whether or not such change is approved in writing by GOCO may result in a reduction of GOCO's funding award and requirement of a refund to GOCO from Grantee, pursuant to Paragraph 13 of this Agreement. In addition, any material change to the Project that is not approved in writing by GOCO may result in termination of the Grant.

4. a. Payment of Grant. The Grant will be paid in increments of up to 50% (Progress Payment), and 50% or balance (Final Payment). Upon satisfaction of all provisions of the conditions precedent to disbursement described in Section 5 of this Agreement, and only after fulfilling all requirements, **subject to sufficient GOCO net lottery proceeds being available to the Board**, the Board shall disburse funds for the Grant as follows:

\$25,000 during the quarter April to June of 2010 ("Progress Payment")

\$25,000 during the quarter from April to June of 2011 ("Final Payment")

b. Sufficiency of GOCO Net Lottery Proceeds. The Board shall have determined in its discretion that it has received and has available sufficient GOCO net lottery proceeds to fund the Grant. In making such determination, the Board may consider all such facts and circumstances as it deems necessary or desirable, including but not limited to past, current, and future operating expenses and budgetary needs of GOCO, adequate reserves, and funding requirements and/or commitments for other past, current, and future projects.

5. Information to Be Provided Prior to Payment. NO FUNDS WILL BE DISBURSED BY THE BOARD UNLESS AND UNTIL THE GRANTEE FURNISHES THE BOARD WITH THE INFORMATION REQUIRED BY THIS AGREEMENT.

a. Progress Payment:

(1) Prior to Progress Payment, Grantee shall submit to the Board a completed Progress Report and Request for Grant Disbursement ("Progress Report"). (The form of the report is attached as Appendix B to this Agreement.)

(2) The Board may reduce or delay the Progress Payment if, in the Board's reasonable judgment, Grantee has not demonstrated adequate progress on the Project, has not spent most of the Initial Payment, or has not raised or spent adequate matching funds. If the Progress Payment is reduced, the amount reduced will be added to the Final Payment, payable subject to the requirements of paragraph c. of this Section 5.

(3) Grantee may, at its discretion, decline to submit a Progress Report and forego its Progress Payment, in which case the Progress Payment will be added to the Final Payment. Grantee shall inform the Board in writing that it has chosen to forego its Progress Payment.

(4) The Board assumes no responsibility to remind Grantee that a Progress Payment is available and a Progress Report due.

b. Final Payment:

(1) Prior to Final Payment, Grantee must provide to the Board certification that:

(A) the Project has been substantially completed according to the Work Plan and Budget, along with a Final Report – Project Expenditure Documentation (the "Final Report") (the form of the report is attached as Appendix C to this Agreement);

(B) no material modifications or delays have been made or experienced, or the Board has been advised of the modifications or delays and has elected to continue to participate in the funding of the Project;

(C) matching funding has been received as outlined in the Final Report or the status of efforts to secure matching funding has been disclosed to the Board and it has been found to be satisfactory; and

(D) the representations made to the Board in the Project Application continue to be true or, if there have been any material changes, the Board has been advised of such changes and has assented to them.

(2) The Board may reduce or delay the Final Payment if, in the Board's reasonable judgment, Grantee has not demonstrated adequate progress on the Project, has not spent most of the Initial or Progress Payments, or has not raised or spent adequate matching funds.

6. Completion Date/Final Report Due Date/Extensions. Grantee shall complete the project no later than June 2, 2011 ("Project Completion Date"), which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Project Completion Date in compliance with GOCO's Overdue Grant Policy, a copy of which is attached as Appendix D to this Agreement ("Overdue Grant Policy"). In addition to other rights set forth in this Agreement, the Board may elect to terminate this Agreement and deauthorize the Project in the event this Project Completion Date is not met and/or Grantee fails to comply with the Overdue Grant Policy. Grantee shall submit the Final Report to the Board within sixty (60) days of Project Completion Date. Failure to submit the Final Report within the specified time period or to request appropriate and timely extensions as described in the Overdue Grants Policy may result in reduction or loss of Grant funds, even if there are undisbursed amounts remaining in the grant. For purposes of the Overdue Grants Policy, the "Project Due Date" shall be the date the Final Report is due.

7. Disbursements Made on Basis of Costs Incurred. Disbursement shall be made on the basis of costs incurred. A reduction in total Project cost or Grantee's matching funding may cause a proportional reduction in the grant award.

8. Waiver. The Executive Director may waive one or more of the obligations in Section 5 of this Agreement or may require performance of one or more of these obligations subsequent to disbursement.

9. Compliance with Regulatory Requirements and Federal and State Mandates. The Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the extent permitted by law, the Grantee will indemnify the Board from any liability or any failure to comply with any such applicable requirements.

10. Nondiscrimination. During the performance of this agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment

because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

11. Publicity and Project Information.

a. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.

b. Grantee shall cooperate with the Board in preparing public information pieces.

c. Grantee shall give the Board the right and opportunity to use information gained from the Project.

d. If Grantee uses the Grant to create, maintain, or update its website or uses its website to disseminate information about the Project, Grantee shall acknowledge Board funding on its website.

e. If Grantee uses the Grant to create, publish, or update any written material or uses such written material to disseminate information about the Project, Grantee shall acknowledge Board funding in the written material.

f. If any events are planned in relationship to or as part of the Project, Grantee shall acknowledge the Board as a contributor to the event and shall notify the Board at least thirty (30) days prior to the event.

12. Audits and Accounting. Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by the Grantee for five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to the Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of Board funds. The Grantee may use any accounting system which follows the guidelines of "Generally Accepted Accounting Practices" published by the American Institute of Certified Public Accountants.

13. Withdrawal of Board Funding. The Board may withdraw its approval of funding to the Grantee and cease funding of the Project if, in its sole discretion, it determines conditions have occurred which fundamentally change the expectations of the Parties or which make the grant infeasible or impractical.

14. Grantee's Inability to Complete Project. If the Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application or subsequently approved Work Plan the Grantee will promptly so advise the Board, and cooperate in good faith with respect to alternative solutions to the problem before any further funds are advanced.

15. Governmental Immunity. The following provision applies to the Board and may apply to the Grantee if the Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq ("CGIA"). Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, by any Party to this Agreement, of any of the immunities, rights, benefits, or protection provided under the CGIA, as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). The Parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of any Party to this Agreement.

16. Liability. To the extent permitted by law, Grantee shall be responsible for, indemnify, and hold harmless the Board, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, except for the gross negligence or willful and wanton conduct of the Board, its officers, agents, or employees. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

17. Assignment. Grantee may not assign its rights under this Agreement without the written consent of the Board.

18. Good Faith. There is an obligation of good faith on the part of the Parties, including the obligation to make timely communication of information which may reasonably be believed to be of interest to the other Party.

19. Applicable Law. Colorado law applies to the interpretation and enforcement of this Agreement.

20. Independent Contractor. Grantee is an independent contractor acting in its separate capacity and not as an officer, employee, or agent of the Board.

21. Severability. If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Grant Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. Entire Agreement/Amendment. Except as expressly provided herein, this Agreement constitutes the entire agreement of the Parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made as an amendment, approved by the Board, and signed by the Parties to this Agreement.

23. Fax and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signature to this Agreement transmitted by telecopy as if they were original documents.

**STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND**

By \_\_\_\_\_  
Lise Aangeenbrug, Executive Director  
Dated: \_\_\_\_\_

**GRANTEE:**

**Town of Frederick**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBIT A**  
**Project Application**  
Town of Frederick  
Frederick Parks, Trails and Open Space Master Plan  
Log #10109



**EXHIBIT B**  
**Approved Budget**  
Town of Frederick  
Frederick Parks, Trails and Open Space Master Plan  
Log #10109

**EXHIBIT C**  
**Approved Timeline**  
Town of Frederick  
Frederick Parks, Trails and Open Space Master Plan  
Log #10109

**EXHIBIT D**  
**Approved Workplan**  
Town of Frederick  
Frederick Parks, Trails and Open Space Master Plan  
Log #10109

**EXHIBIT E**  
PROGRESS REPORT AND  
REQUEST FOR GRANT DISBURSEMENT  
Town of Frederick  
Frederick Parks, Trails and Open Space Master Plan  
Log #10109



GREAT OUTDOORS  
COLORADO

**Progress Report and  
Request for Grant Disbursement**

Contact Name and Phone Number: \_\_\_\_\_  
Contract Number: 10109 Project Title: Frederick Parks, Trails and Open Space Master Plan  
GOCO Grant Award: \$ \$50,000.00 Dollar Amount Requested: \$ \_\_\_\_\_

*Please briefly describe the reason you are requesting a disbursement:*

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*Please include a brief description of the progress you have made on your project (describe what you have accomplished to date):*

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*Please complete and attach the following:*

**1. Project Funds and Expenditures**

- a. GOCO project funds disbursed to date \$ \_\_\_\_\_
- b. GOCO project funds expended to date \$ \_\_\_\_\_
- c. Cash matching funds collected to date \$ \_\_\_\_\_
- d. In-kind match provided to date \$ \_\_\_\_\_
- e. Were any funding conditions placed on this grant?<sup>1</sup> Yes \_\_\_\_\_ No \_\_\_\_\_

*If yes, please describe the conditions and how you have fulfilled this requirement:*

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**2. Submit the following Financial Documentation:**

- ☐ Enclose a copy of the approved budget reflecting projected vs. actual expenses to which the following certification must be added and signed: "All documentation submitted in this report reflects only those items which conform to the project description. The project

<sup>1</sup> See Section 1 of the Grant Agreement for funding conditions, if any.

received all applicable permits and is substantially complete at this time". The budget should also reflect the matching and in-kind resources detailed in the project application.

- ☐ Attach invoices or purchase orders for all cash expenditures.
- ☐ Enclose cancelled checks or a certified accounting statement that tie directly to the invoices or purchase orders.
- ☐ Label each invoice to a matching proof of payment and expense category on the budget
- ☐ Please include only project-related expenses in your report. If necessary, break-out project expenses from non-project expenses when an invoice or payment incorporates both.
- ☐ For in-kind matching funds, attach an invoice or letter from a vendor stating what their service would normally cost.
- ☐ For volunteer labor, attach a list of the number of volunteer hours spent on each component along with an hourly rate and total. Include documentation to support all account costs including time cards and payroll sheets.
- ☐ Include documentation to support sponsor-owned equipment costs to include use vouchers and cost summary sheets. Use vouchers and cost summary sheets must be clearly annotated to indicate hours or mileage rates, and costs related to the project. Colorado State Highway Department or locally developed rates may be used.

3. ***Submit a Copy of the Approved Work plan***

- a. If your project's work plan has changed since the approval of your grant, please submit a revised work plan which reflects any changes to date and includes a more detailed estimation of the events necessary for the completion of the project (subject to approval by GOCO).
- b. Please list the changes, numbering them in descending order of importance, and discuss the reasons for the departures from the original work plan. How do the changes to the work plan effect your project's budget?

4. ***Estimate the Percentage of the Overall Project that has been Completed to Date.***

If your project is not on schedule, please discuss the reasons why and request a new expected completion date (subject to approval by GOCO).

5. ***Evaluate the Success of your Project.***

How has the implementation of your project differed from your original expectations? Have you met with any unexpected difficulties? Discuss any significant changes that you have not mentioned thus far.

***Please provide any additional comments you may have here:***

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***Thank you. Please include this document along***  
with the additional information requested.

**Great Outdoors Colorado**  
**Budget Form – Planning/Capacity Building Projects**  
*(Projected v. Actual Sources and Uses)*

<i>Sources of Funds*</i>	<i>Date Secured</i>	<i>GOCO Award</i>	<i>GOCO Actual</i>	<i>Applicant Projected</i>	<i>Applicant Actual</i>	<i>Partner Projected</i>	<i>Partner Actual</i>	<i>Total</i>
<b>CASH</b>								
Partner _____								
Partner _____								
Partner _____								
Partner _____								
<b>IN-KIND (itemize)</b>								
Professional Services:								
(List types of service being provided)								
• Legal								
• Facilitation								
• Printing								
Donated Materials								
Other (specify)								
<b>Total Sources of Funds</b>								

\* Sample only – sources of funds may include, but are not limited to, the above categories. Be sure to identify funding from each partner separately.

<i>Uses of Funds*</i>	<i>Date Used</i>	<i>GOCO Projected</i>	<i>GOCO Actual</i>	<i>Applicant Projected</i>	<i>Applicant Actual</i>	<i>Partner Projected</i>	<i>Partner Actual</i>	<i>Total</i>
Consultants (List types of service being provided) _____ _____ _____								
Staff time (List types of staff time provided) _____ _____ _____								
Map and Report Production								
Public Meetings								
Travel								
Telephone/fax								
Publication and Copies								
Other (specify)								
<b>Total Uses of Funds</b>								

\* Sample only – uses of funds may include, but are not limited to, the above categories.

\* Uses of funds section should identify specific tasks undertaken by either consultants or staff. For example, facilitation, inventory, draft master plan, etc.

\* Please note that GOCO will require the grantee to link invoices and receipts to the budget categories listed here. For this reason, please be sure that expenditures can be linked to budget categories. If the applicant/partner matches drop during the course of the project, GOCO's contribution may drop proportionately.



**EXHIBIT F**  
FINAL REPORT –  
PROJECT EXPENDITURE DOCUMENTATION  
Town of Frederick  
Frederick Parks, Trails and Open Space Master Plan  
Log #10109

**Final Report –  
Project Expenditure Documentation**



Contact Name and Number: \_\_\_\_\_  
Contract/Grant Number: 10109 Project Title: Frederick Parks, Trails and Open Space Master Plan

**Project Cost**

Final Total Project Cost: \$ \_\_\_\_\_ (Attach documentation to support these numbers  
Total Matching Funds: \$ \_\_\_\_\_ and reflect all funds spent to complete the project.)  
Original GOCO Grant: \$ \_\_\_\_\_  
Received to Date: \$ \_\_\_\_\_  
Final Payment Request\*: \$ \_\_\_\_\_  
Total GOCO Funds: \$ \_\_\_\_\_

\* When considering the amount to request for the final payment, please remember that GOCO may reduce its award if the final total project cost is less than the original estimate.

**Financial and Other Documentation**

- ☐ If any funding conditions were placed on this grant, describe the conditions and your fulfillment of them on a separate page. (See Section 1 of the Grant Agreement for funding conditions, if any.)
- ☐ Submit a copy of the original approved timeline for the project.
- ☐ Estimate what percentage of the overall project has been completed to date \_\_\_\_%, and explain how you arrived at your estimate.
- ☐ Enclose copies of the original approved budget and a final budget (see attached sample) reflecting projected vs. actual expenses, to which the following certification must be added and signed: **“All documentation submitted in this report reflects only those items which conform to the project description. The project received all applicable permits and is substantially complete at this time.”**
  - Include only project-related expenses in your report. If necessary, break out project expenses from non-project expenses when an invoice or payment incorporates both.
  - Reflect the matching and in-kind resources described in the project application.
- ☐ Attach invoices or purchase orders for all cash expenditures, **being sure to label each invoice to a matching proof of payment and expense category on the budget.**
  - Enclose cancelled checks or certified accounting statement that tie directly to the invoices or purchase orders.
  - For in-kind matching funds, attach an invoice or letter from a vendor stating what the service would normally cost.
  - For in-kind labor, attach a list of the number of staff hours spent on each component, along with an hourly rate and total. Include documentation to support all costs, including time cards and payroll sheets.

<b>Work Plan</b>
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On a separate page, please address the items in Sections I, II, and III below.

**I. Project Objectives/Tasks**

- ☐ List the project objectives and/or the tasks to be accomplished for this project (using those you listed in your application), and describe the status of each objective and/or task. If any objectives or tasks were added, omitted, or changed from the original application, please explain. (Please note that budget information should correlate to the project objectives and tasks listed here.)

**II. Products/End Results**

- ☐ List the final products resulting from your project and attach a copy of each. For example, final products might include:
  1. a parks and recreation plan;
  2. a strategic plan for land trust; or
  3. prioritization criteria for open space acquisitions.
- ☐ If one of the products includes a new or modified plan, describe whether all local governments, land trust boards or other appropriate organizations have adopted the plan. If so, describe when implementation will begin and the funding sources that will be used to implement the plan. If not, please explain.

**III. Project Impact**

- ☐ Describe how the planning or capacity building project has helped to advance parks and recreation, open space, and/or trails preservation and enhancement in your community.
- ☐ Describe any unanticipated benefits or challenges of the project.

**Thank you. Please include this document  
along with the requested information/documentation.**

**Great Outdoors Colorado**  
**Budget Form – Planning/Capacity Building Projects**  
*(Projected v. Actual Sources and Uses)*

<i>Sources of Funds*</i>	<i>Date Secured</i>	<i>GOCO Award</i>	<i>GOCO Actual</i>	<i>Applicant Projected</i>	<i>Applicant Actual</i>	<i>Partner Projected</i>	<i>Partner Actual</i>	<i>Total</i>
<b>CASH</b>								
Partner _____								
Partner _____								
Partner _____								
Partner _____								
<b>IN-KIND (itemize)</b>								
Professional Services:								
(List types of service being provided)								
• Legal								
• Facilitation								
• Printing								
Donated Materials								
Other (specify)								
<b>Total Sources of Funds</b>								

\* Sample only -- sources of funds may include, but are not limited to, the above categories. Be sure to identify funding from each partner separately.

<i>Uses of Funds*</i>	<i>Date Used</i>	<i>GOCO Projected</i>	<i>GOCO Actual</i>	<i>Applicant Projected</i>	<i>Applicant Actual</i>	<i>Partner Projected</i>	<i>Partner Actual</i>	<i>Total</i>
Consultants (List types of service being provided) _____ _____ _____								
Staff time (List types of staff time provided) _____ _____ _____								
Map and Report Production								
Public Meetings								
Travel								
Telephone/fax								
Publication and Copies								
Other (specify)								
<b>Total Uses of Funds</b>								

\* Sample only – uses of funds may include, but are not limited to, the above categories.

\* Uses of funds section should identify specific tasks undertaken by either consultants or staff. For example, facilitation, inventory, draft master plan, etc.

\* Please note that GOCO will require the grantee to link invoices and receipts to the budget categories listed here. For this reason, please be sure that expenditures can be linked to budget categories. If the applicant/partner matches drop during the course of the project, GOCO's contribution may drop proportionately.

**EXHIBIT G**  
**OVERDUE GRANTS POLICY**

# OVERDUE GRANTS POLICY

Board Adopted 12/12/01

CLASSIFICATION	DEADLINE	PROCEDURE
Grant is current, and original due date is applicable	Reminder Letter: GOCO Staff ("Staff") may send letter 60 days before the "due date" as defined in Grant Agreement.	<p>Staff may, but is not required to send a certified letter ("Reminder Letter") to the "Grantee" (as defined in the Grant Agreement) reminding the Grantee of the due date as defined in the Grant Agreement. Staff also may, but is not required to send copies of the Reminder Letter to the project manager, partners, and pertinent elected officials.</p> <p>Failure to complete the project by the original due date (or by any extended due dates authorized by GOCO as provided below) may result in deauthorization of the grant by the GOCO Board ("Board") at its next scheduled meeting or at the next quarterly Board discussion of overdue grants, and may also result in suspension of eligibility for that applicant in any pending or future grant cycles.</p>
Grant is current, and original due date is applicable, but Grantee would like an extension	<b>Staff Extension:</b> Must be requested by Grantee within 30 days after date of Reminder Letter, or in any event not later than 30 days prior to original due date	<p>If the Grantee desires an extension of the original due date, then within 30 days after the date of the Reminder Letter, or in any event not later than 30 days prior to the original due date, Grantee shall send via certified mail a written request addressed to the Executive Director of GOCO (the "Executive Director") for an extension of time that shall not exceed 90 days ("Request for Staff Extension"). The Request for Staff Extension shall include specific reasons for the requested extension. Staff shall have the discretion to grant one extension, but for no more than 90 days, if they conclude the request is reasonable and warranted.</p> <p>If the Request for Staff Extension is untimely, but is nonetheless received before the original due date, the Staff will have the discretion to determine whether the request for extension can be considered.</p> <p>Staff shall notify the Grantee in writing as soon as practicable of the decision to grant or deny the request for extension.</p> <p>In the event that Grantee desires an extension of more than 90 days, Grantee shall forego the Staff Extension and apply for a Board Extension as provided below.</p>

CLASSIFICATION	DEADLINE	PROCEDURE
<p>Grant is current and either (i) original due date has been extended by Staff and Grantee desires a further extension from Board or (ii) Grantee elects to forego Staff Extension in favor of seeking Board extension</p>	<p><b>GOCO Board Extension:</b> Must be requested by Grantee (i) 30 days prior to expiration of Staff Extension; or (ii) if foregoing Staff extension, then within 30 days of expiration of original due date</p>	<p>If the Grantee desires an additional extension (or in the event Grantee elects to forego a Staff Extension in favor of seeking a Board Extension), then Grantee shall send via certified mail addressed to the Executive Director, no later than 30 days prior to the (i) expiration of the Staff Extension or (ii) original due date (in the event Grantee has elected to forego a Staff Extension), a written request of the Board for an extension of time ("Request for Board Extension"). The Request for Board Extension shall include specific reasons for the requested additional extension. The Request for Board Extension may be considered by the Board at its next scheduled meeting or at the next quarterly Board discussion of overdue grants. In the meantime, as long as a timely request for extension is pending, the grant will not be considered overdue. The Board shall have the sole discretion to grant or deny the requested extension.</p> <p>If the Request for Board Extension is untimely, Staff shall have the discretion as to whether to present the untimely request to the Board for consideration.</p> <p>If the Board grants an extension that exceeds six months, a status report must be provided by the Grantee to the Board at the halfway point in the extension. If the status report fails to demonstrate to the Board's satisfaction the likelihood Grantee can complete the project in accordance with the Grant Agreement and with such further conditions as shall have been determined by the Board in connection with the grant of an extension to Grantee, then the following Deauthorization procedures may be instituted. The Staff shall notify the Grantee in writing as soon as practicable of the Board's decision to grant or deny the request for extension.</p>
<p>Grant is overdue (e.g., the original due date or extended Due Date(s) have passed)</p>	<p><b>Possible Deauthorization:</b> Staff will send Deauthorization Warning within 60 days following the original due date or extended Due Date(s)</p>	<p>If Grantee has not fulfilled all GOCO requirements such that funding of the GOCO grant award is completed in accordance with the terms of the Grant Agreement by the original due date or any extended due date(s) as granted by GOCO pursuant to the terms hereof, a certified letter ("Deauthorization Warning") will be sent to Grantee by Staff as soon as practicable, but no later than 60 days after the applicable due date has passed. A copy of the Deauthorization Warning may, but is not required to be sent to the project manager, partners, and pertinent elected officials associated with the grant. The Deauthorization Warning will state that the grant shall be presented to the Board for deauthorization or other appropriate action at the next scheduled Board meeting or quarterly Board discussion of overdue grants, and that the Grantee must respond in writing to the Deauthorization Warning at least 14 days before such Board meeting. If the reply to the Deauthorization Warning includes a Request for Board Extension but is untimely because it is received by the Executive Director less than 14 days before such Board meeting, Staff will have the discretion to determine whether the request for extension can be considered. At such meeting, the Board shall have the sole discretion to deauthorize the grant, extend the Due Date or take any other action it deems appropriate, including but not limited to</p>



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		<p>modifying the terms and conditions of the grant award.</p> <p>Staff shall notify the Grantee in writing as soon as practicable of the Board's decision. If an extension is not granted, a written Notice of Deauthorization will be sent to the Grantee. If the Board extends a grant for six months or more, then the Grantee must provide the Board with a written status report at the halfway point in the extension. If the status report fails to demonstrate to the Board's satisfaction the likelihood Grantee can complete the project in accordance with the Grant Agreement and with such further conditions as shall have been determined by the Board in connection with the grant of an extension to Grantee, then the foregoing Deauthorization procedures will be reinstituted.</p> <p>Any unexcused failure to respond to a Deauthorization Warning will result in an automatic deauthorization of the grant and will result in suspension of eligibility for that applicant in any pending or future grant cycles.</p> <p><b>Anything else to the contrary notwithstanding, no exercise by the Staff or Board of any right or discretion reserved by either of them hereunder shall be deemed an election, and no waiver by the Staff or Board of any action or requirement of Grantee shall constitute a waiver of any other requirements or actions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff or Board shall be effective unless in writing executed by them. Additionally, any failure by the Staff or Board to take any actions as set forth above shall have no legal effect on the contractual duties of the grantee under the Grant Agreement.</b></p>